

Panaji, 29th September, 1983 (Asvina 7, 1905)

SERIES II No. 26

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 3/27/82-PER(Vol. II)

The Services of Shri R. K. Bhatia, IAS, are placed at the disposal of the Works, Education & Tourism Department for appointment as Managing Director, Goa, Daman and Diu Tourism Development Corporation, with immediate effect, in addition to his own duties as Secretary to L. G.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 22nd September, 1983.

Order

No. 3/17/74-PER (Vol. III)

The services of Shri V. A. P. Mahajan, Director of Tourism are placed with immediate effect at the disposal of the Works, Education and Tourism Department, Secretariat for appointment as the Joint Managing Director, Goa, Daman and Diu Tourism Development Corporation in addition to his own duties.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 23rd September, 1983.

Order

No. 3/1/80-PER

Read: — Order No. 3/1/80-PER dated 7-9-83.

In supersession of the Government order read above, Shri S. K. Kain, IPS, Superintendent of Police, Goa, Daman and Diu is transferred and posted as Chief Security-cum-Police Liaison Officer for the CHOGM in the newly created post, with effect from 9-9-83.

2. Consequent on the transfer of Shri S. K. Kain, IPS, Shri A. D'Souza, IPS, Superintendent of Police (CID) shall officiate as Superintendent of Police, Goa, Daman and Diu in addition to his own duties.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 21st September, 1983.

Order

No. 5/9/81-PER-A

The declaration of the following posts as Grade II duty posts of Goa, Daman & Diu Civil Service made vide notification/order mentioned against each of them is hereby cancelled with immediate effect: —

Sr. No.	Name of the post	No. of post	Notification/Order under which declared as duty post of the Goa, Daman & Diu Civil Service
1	2	3	4
1.	Publication Officer	1	No. 3-16-74-Div. I(b) dated 8-8-67.
2.	Asstt. Manager, Printing & Stationery	1	No. 3-36-77-Div. I dt. 3-3-78.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 20th September, 1983.

Order

No. 5/9/81-PER

In view of the decision of the High Court of Judicature at Bombay, Panaji Bench (GOA) contained in the judgement dated 19th January, 1983 in the Writ Petition No. 56/B of 1981, the declaration of the five posts of Sales Tax Officers as Grade II Duty posts of Goa, Daman and Diu Civil Service made vide order No. 3/7/77-PER(Vol. III)-A dated 3rd June, 1980 and notification No. 3-16-74-Div. I(b) dated 8th August, 1967 is hereby cancelled with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 20th September, 1983.

Home Department (General)

Order

No. 3-11-83-HD-(G)

In supersession of Government Order No. HD-EMR-SWB-IV/71-A dated 28th October, 1971 and consequent upon the appointment of Inspector General of Police and Commandant General Home Guards of Goa, Daman and Diu as Ex-Officio Director of Civil Defence, Government of Goa, Daman and Diu, the Government is pleased to appoint the Deputy Commandant General Home Guards and Deputy Director, Civil Defence as Controller for all the categorised towns.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Home).

Panaji, 19th September, 1983.

Works, Education and Tourism Department

Order

No. 5/2/82/WET

Government is pleased to promote Shri P. G. Kenkre, Comptroller in the Lt. Governor's Secretariat, Caranzalem to the post of Assistant Director of Tourism in the Department of Tourism, Panaji in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 with immediate effect.

The appointment is purely on ad-hoc basis and will not bestow any claim for regular appointment and service rendered on ad-hoc basis will count for the purpose of seniority in this grade and fit eligible for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 20th September, 1983.

Order

No. 5/2/82/WET

Government is pleased to promote Shri B. G. Khandeparkar, Assistant Tourist Officer in the Department of Tourism, Panaji to the post of Assistant Director of Tourism in the

same Department in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 with immediate effect.

The appointment is purely on ad-hoc basis and will not bestow any claim for regular appointment and service rendered on ad-hoc basis will count for the purpose of seniority in this grade and fit eligible for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 20th September, 1983.

Order

No. 7/10-11/81/WET

The Government is hereby pleased to dissolve the 'Technical Advisory Committee' reconstituted vide Government Notification of even number dated 23-10-1981, with immediate effect.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 20th September, 1983.

Notification

No. 4/37/82/WET

The Government of Goa, Daman and Diu is pleased to transfer the following assets of the Department of Tourism, Panaji to the Goa, Daman and Diu Tourism Development Corporation Panaji, at book value indicated therein, with effect from 29-1-1983.

Name of the Establishment	Book Value	Remarks
1. Tourist Hostel, Panaji.	Rs. 13,79,000	
2. Tourist Resort, Calangute.	Rs. 3,80,000	
3. Tourist Cottages, Colva.	Rs. 1,60,000	This does not include cost of land.
4. Tourist Dormitory, Calangute.	Rs. 54,000	This amount represents cost of renovation of an existing structure.
Book Value of Buses		
1. GDT 9857 —	Rs. 1,99,895-66	
2. GDT 9858 —	Rs. 1,99,895-66	
3. GDT 9876 —	Rs. 2,11,290-00	
4. GDT 9877 —	Rs. 2,11,290-00	
5. GDT 9795 — (mini-bus)	Rs. 57,966-53	
Total	Rs. 8,80,337-85	

This issues with the concurrence of the Finance Secretary vide their U.O. Note No. FS/1854/82 dated 1-10-82 and with the approval of the Govt. of India, Department of Tourism's letter No. 9/9/80-PSU(T) dated 29-1-1983.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Govt. of Goa, Daman and Diu.

Panaji, 22nd September, 1983.

Corrigendum

No. 5/2/82/WET

Read:- Governmentt Order of even number dated 20.9.83.

The 3rd line of the 2nd para. appearing in the Government order quoted above "on ad-hoc basis will count for the

purpose of seniority in " shall be read as "on ad-hoc basis will not count for the purpose of seniority in"

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Govt. of Goa, Daman and Diu.

Panaji, 23rd September, 1983.

Local Administration and Welfare Department

Notification

No. 4-10-74-UDD

In exercise of the powers conferred by sub-section (1) of Section 4 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975), the Government of Goa, Daman and Diu hereby makes the following amendment in the Notification of the Government in the Local Administration and Welfare Department No. 4-10/74-UDD-Vol. II, dated 18-8-1982 namely:—

In the said notification, for the entry against Sr. No. 14, the following entry shall be substituted, namely:—

"Shri E. F. N. Riberio, Chief Planner, Town and Country Planning Organisation, New Delhi."

By order and in the name of the Administrator of Goa, Daman & Diu.

A. V. Pimenta, Under Secretary to the Govt. of Goa, Daman & Diu.

Panaji, 21st September, 1983.

Revenue Department

Notification

No. 22/100/80-RD

Whereas by Government Notification No. 22/100/80-RD dated 18-10-80 published on page 378 & 379 of Series II, No. 31 of the Official Gazette, dated 30-10-80 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Construction of Approach road to the Bridge on Tilamol-Zambaulim road crossing at Sirvoi.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after con-

dering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Sanguem, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Special Land Acquisition Officer, Sanguem till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1	Quepem	Sirvoi	22	3	Jose Custodio Fernandes. Balkrishna N. S. Kuncollikar. Manohar Hari Surlekar. Yeshwant N. S. Kuncollikar. Usno Venkatesh Sinai Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	550.00
2	— do —	— do —	22	4	Balkrishna N. S. Kuncollikar. Manohar Surlekar. Yeshwant N. S. Kuncollikar. Usno Venkatesh Sinai Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	225.00
3	— do —	— do —	53	2	Balkrishna N. S. Kuncollikar. Manohar Surlekar. Usno Venkatesh Sinai Kuncollikar. Yeshwant N. S. Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	70.00
4	— do —	— do —	53	3	T: Shri Roque Rebello. Balkrishna N. S. Kuncollikar. Manohar Surlekar. Yeshwant N. S. Kuncollikar. Usno Venkatesh Sinai Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	15.00
5	— do —	— do —	53	4	T: Shri Antonio Rebello. Balkrishna N. S. Kuncollikar. Manohar Surlekar. Yeshwant N. S. Kuncollikar. Usno Venkatesh Sinai Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	10.00
6	— do —	— do —	53	9	T: Shri Minguel Rebello. Balkrishna N. S. Kuncollikar. Manohar Surlekar. Yeshwant N. S. Kuncollikar. Usno Venkatesh Sinai Kuncollikar. Vidhyadhar Venkatesh Sinai Kuncollikar.	90.00
					T: Vicent Carvalho.	

1	2	3	4	5	6	7
7	Quepem	Sirvoi	53	15	Balkrishna N. S. Kuncolikar. Manohar Surlekar. Yeshwant N. S. Kuncolikar. Usno Venkatesh Sinai Kuncolikar. Vidhyadhar Venkatesh Sinai Kuncolikar. T: Roque Rebello.	50.00
8	— do —	— do —	53	16	Balkrishna N. S. Kuncolikar. Manohar Surlekar. Yeshwant N. S. Kuncolikar. Usno Venkatesh Sinai Kuncolikar. Vidhyadhar Venkatesh Sinai Kuncolikar. T: Minguel Rebello.	50.00
9	— do —	— do —	53	20	Balkrishna N. S. Kuncolikar. Manohar Surlekar. Yeshwant N. S. Kuncolikar. Usno Venkatesh Sinai Kuncolikar. Vidhyadhar Venkatesh Sinai Kuncolikar. T: Roque Rebello.	35.00
Total						1095.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. S. Ingle, Under Secretary (Revenue—I).

Panaji, 20th September, 1983.

AGREEMENT

This agreement is made on this ninth day of the month of September One thousand nine hundred and eighty three between the President of India (hereinafter called the "Government") of the ONE PART and the Managing Director, Kadamba Transport Corporation Limited, Panaji, Goa registered under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at Panaji-Goa (hereinafter called "The Company", which expressions shall, unless the context does not so admit, include its successors and assigns) of the OTHER PART.

WHEREAS the principal objects for which the Company is established are to carry on business of carriers of passengers by running buses within the territory of Goa, Daman and Diu as well as outside the territory and to carry on all business incidental and ancillary objects.

AND WHEREAS the Company has applied to the Government that the land specified in the Schedule attached hereto (hereinafter referred to as "the said land") should be acquired under the provisions of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to "the said Act") for the following purpose namely:—Construction of Service Depot and Staff Quarters at Margao.

AND WHEREAS the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the purpose of construction of Service Depot and Staff Quarters for the Kadamba Transport Corporation Limited, have consented to acquire the said land for the Company under the provisions of the said Act, and to enter into an agreement hereinafter contained with the Company.

NOW these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire land for the Company on the following terms and conditions namely:—

1. The Company shall pay to the Government the entire cost, as determined by the Government for the purpose of the acquisition of the said land, including all compensations, damages, costs, charges and other expenses, whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may deem it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded

in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Company under this clause shall be paid by it by depositing with the Collector of Goa free of interest of the sum of Rupees One Thousand within fifteen days from the execution of this agreement and thereafter by payment to the said Collector within fifteen days from the date of demand by the Collector in writing such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges, or expenses hereinbefore referred to. In case of urgency, where possession of any land is proposed to be taken under section 17 of the said Act before an award has been made under section 11 thereof, the Company shall deposit with the Collector, free of interest, such amount being not more than two thirds of the approximate amount of compensation payable in respect of the said land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector may specify in this behalf.

If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, within the aforesaid period the Government shall be entitled to recover the same from the Company as if it were money due to the Government under the law for the time being in force.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient be transferred to the Company at the cost of the Company so as to vest in it, subject to the provisions of the law for the time being in force as to the terms on which the land shall be held by the Company.

3. The said land, when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is acquired, subject nevertheless to the payment of the assessments and cesses if any, so far as the said land is or may from time to time be liable to such assessments and cesses under the provisions of the law for the time being in force.

4. i) The Company shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it is acquired.

ii) The time within which the construction of buildings or works for a Company which is engaged shall not exceed three years from the date of transfer of the said land to the Company.

iii) If the Government is satisfied after such enquiry as it may deem necessary that the said Company was prevented by reasons beyond its control from construction of the buildings within the time specified in this agreement, the Govern-

ment may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

iv) The Company shall keep and maintain at all times the said land and the building or buildings erected thereon, in good order and condition to the satisfaction of the Collector.

v) The Company shall maintain all records thereof properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

vi) The Company shall not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Company in the construction of the said works of the Company upon the said land.

6. The Company shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government. The Company shall however be entitled to mortgage the said land to any co-operative or other registered or statutory Financing Agencies for the bonafide purpose of securing loan for undertaking and/or completing the construction of the work for which the lands are acquired on its behalf. This shall however be subject to the condition that:—

i) In the event of sale, for realisation of its dues to the mortgagee of in respect of the said land —

a) The said land including its structures, half unearned income (i.e. half the difference between the sale price of the land and the cost of its acquisition) incurred by the Company shall be credited to the Government and

b) The Collector's decision regarding the amount of unearned income shall be final.

The mortgagee shall be entitled to utilise in accordance with the terms of mortgage deed the balance of the sale proceeds left, after satisfying the Government claims as per clause (a) above for realisation of their dues;

ii) The right of the mortgagee to sell the mortgaged land to realise the undischarged debt shall be absolute, subject to clauses (a) and (b) of the condition (i) above;

iii) Conditions prohibiting transfer by sale, etc. imposed upon the Company shall not apply to the transferees who purchased the lands in the event of their sale by the mortgagee for realisation of their dues.

7. If the Company commits a breach of any of the conditions provided for in this agreement, the Government may make an order declaring the transfer of the land to the Company as null and void, whereupon the land shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of the amount paid by the Company

to the Government as the cost of acquisition under clause (1) of section 41 of the said Act shall be forfeited to the Government as damages and the balance shall be refunded to the Company and the order, so made shall be final and binding.

If the Company utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Company can continue to utilise the portion of the land used by it even if the unutilised part thereof is resumed, the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (i) of section 41 of the said Act, as is relatable to the unutilised portion shall be forfeited to the Government as damages and that balance of that portion shall be refunded to the Company and the order so made shall, subject to the following provisions, be final and binding.

Where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final.

PROVIDED that the Government shall not make an order as aforesaid, unless the Company has been given an opportunity of being heard after a due notice of the breach, complained of, has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

8. If at any time or times, any part of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity then the Company on being required by the Government in writing shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act, and paid by the Company in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, P. W. D., having jurisdiction whose decision in the matter shall be final as to the costs of the development of the land so transferred which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

All the costs and expenses of the incidental to the preparation and execution of these presents shall be borne by the Company.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6	7
1.	Salcete	Margao	72	18/1	O: Comunidade of Margao. T: Maria Estela Crasto.	5334
2.	Salcete	Margao	72	18/2	O: Comunidade of Margao. T: Maria Esparenca Crasto.	2554
3.	Salcete	Margao	72	18/3	O: Comunidade of Margao. T: Arcanjo Miranda.	2855

1	2	3	4	5	6	7
4.	Salcete	Margao	72	18/4	O: Comunidade of Margao. T: Majep.	2834
5.	Salcete	Margao	72	18/5	O: Comunidade of Margao. T: Paulo Braganza.	2709
6.	Salcete	Margao	72	18/6	O: Comunidade of Margao. T: Rosario Paulo Mendes.	8370
7.	Salcete	Margao	72	17 (Part)	O: Soares.	128
8.	Salcete	Margao	101	7/1 (Part)	O: Comunidade of Margao. T: Jose Bento Silveira.	1616
9.	Salcete	Margao	73	49	Nalla.	180
10.	Salcete	Margao	73	5	O: Comunidade of Margao. Nalla.	3828 10
						3838
11.	Salcete	Margao	73	6	O: Comunidade. Well. Nalla.	4299 5 6
						4310
Total						34728 Sq. mts.

Boundaries:

North:	Ch. No. 9 P. T. S. No. 72 C. No. 17 P. T. S. 72	Ch. No. 1 P. T. S. No. 73	C. No. 3 P. T. S. No. 73	C. No. 9 P. T. S. No. 73
South:	Ch. No. 17 P. T. S. 72	Ch. No. 7 P. T. S. No. 101	C. No. 1 P. T. S. No. 100	
East:	C. No. 1 P. T. S. 73 C. No. 15 P. T. S. 73	Ch. No. 5 P. T. S. No. 73	C. No. 9 P. T. S. No. 73	C. No. 7 P. T. S. 73
West:	C. No. 17 P. T. S. No. 72	Road.		

In witness whereof the parties hereto have herunto set their hand the day and year first above written.

Signed, sealed and delivered
by:

Shri V. V. Bhat.

Secretary to Government of
Goa, Daman and Diu
(Revenue Dept).

Witnesses:

1. Sd/-.

2. Sd/-.

Signed, sealed and delivered
by:

Shri M. P. Tyagi

Managing Director
Kadamba Transport Cor-
poration Ltd.
Panaji-Goa.

For and on behalf of the
Company.

Witnesses:

1. Sd/-.

2. Sd/-.

For and on behalf of the
President of India.